

12-30-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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12-30-03

TO: The Commissioner of Patents and Trademarks 102634294

Original document(s) or copy(ies).

Submission Type

Conveyance Type

☒ New 12-30-03

☐ Assignment

☐ License

☐ Resubmission (Non-Recordation)
Document ID#

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Correction of PTO Error
Reel # Frame #

☐ Merger

Effective Date
Month Day Year

☐ Corrective Document
Reel # Frame #

☐ Change of Name

☐ Other

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name ADVANCED LIGHTING TECHNOLOGIES, INC.

Execution Date
Month Day Year
12 10 2003

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization State of Ohio

Receiving Party

☐ Mark if additional names of conveying parties attached

Name WELLS FARGO FOOTHILL, INC., as Agent

DBA/AKA/TA

Composed of

Address (line 1) One Boston Place

Address (line 2) 18th Floor

Address (line 3) Boston

Massachusetts USA

02108

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization State of California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
(Designation must be a separate document from Assignment)

12/31/2003 LINELLER 00000062 2134000

FOR OFFICE USE ONLY

01 FC:0521
02 FC:0522

40.00 OP
1125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002890 FRAME: 0467

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	Andrew M. Kramer, Esq.
Address (line 1)	Otterbourg, Steindler, Houston & Rosen, P.C.
Address (line 2)	230 Park Avenue
Address (line 3)	New York, New York 10169
Address (line 4)	

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name	Joseph Makseyn
Address (line 1)	Otterbourg, Steindler, Houston & Rosen, P.C.
Address (line 2)	230 Park Avenue
Address (line 3)	New York, New York 10169
Address (line 4)	

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

22

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s) SEE ATTACHED EXHIBIT A		

Registration Number(s) SEE ATTACHED EXHIBIT A		

Number of Properties

Enter the total number of properties involved.

46

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$1,165.00

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

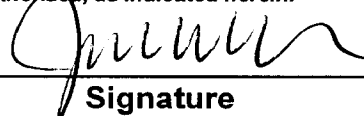
Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joseph Makseyn



12/29/03

Name of Person Signing

Signature

Date

**LIST OF REGISTERED U.S. TRADEMARKS AND TRADEMARK
APPLICATIONS**

ADVANCED LIGHTING TECHNOLOGIES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	AGRO-LUX	2,134,888	2/3/98	Registered
U.S.	C and Design	2,248,816	6/1/99	Registered
U.S.	DATALUX	2,369,013	7/18/00	Registered
U.S.	DESIGNER COLOR	2,414,899	12/26/00	Registered
U.S.	E-LAMP	76/422,584	6/18/02	Pending application
U.S.	ENERGY MASTER	1,715,439	9/15/92	Registered
U.S.	ENERGY MASTER PLUS	2,171,151	7/7/98	Registered
U.S.	EYE-MATCH	2,663,906	12/17/02	Registered
U.S.	Globe Design	2,442,930	4/10/01	Registered
U.S.	HIDIRECT and Design	2,424,348	1/30/01	Registered
U.S.	IT'S A WHOLE NEW LIGHT	2,410,962	12/5/00	Registered
U.S.	MICROSUN	2,099,921	9/23/97	Registered
U.S.	Microsun Logo	2,103,892	10/7/97	Registered
U.S.	OPTI-WAVE	76/422,581	6/18/02	Pending application
U.S.	PERFORMANCE PLUS	2,167,386	6/23/98	Registered
U.S.	PRO ARC	1,351,568	7/30/85	Registered
U.S.	QUINT-VOLT	76/422,582	6/18/02	Pending application
U.S.	SMARTPAC	2,241,770	4/27/99	Registered
U.S.	SMARTPAC and Design	2,223,069	2/9/99	Registered
U.S.	SPORT 60	2,288,431	10/26/99	Registered
U.S.	SUNMASTER	2,355,783	6/6/00	Registered
U.S.	THE WORLD'S WHITE LIGHT SOLUTION	2,621,662	9/17/02	Registered
U.S.	Triangle Design	2,276,319	9/7/99	Registered
U.S.	Triangle Design (in color)	2,396,124	10/17/00	Registered
U.S.	UNI-FORM	2,283,584	10/5/99	Registered
U.S.	UNI-FORM (stylized)	2,283,585	10/5/99	Registered
U.S.	UV SHIELD	2,396,198	10/17/00	Registered
U.S.	VENTURE	1,707,980	8/18/92	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	VENTURE LIGHTING (stylized) and Design	2,324,735	2/29/00	Registered
U.S.	VENTURE LIGHTING INTERNATIONAL	1,396,659	6/10/86	Registered
U.S.	VLI (stylized) and Design	1,357,882	9/3/85	Registered
U.S.	WHITE-LUX	1,730,895	11/10/92	Registered
U.S.	WINTERSUN	2,232,711	3/16/99	Registered
U.S.	WYNDHAM HALL and Design	2,247,996	5/25/99	Registered
U.S.	WYNDHAM HALL	2,104,141	10/7/97	Registered

DEPOSITION SCIENCES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ISOPOWER	2,717,245	5/20/03	Registered
U.S.	ISOSPHERE	2,503,471	11/6/01	Registered
U.S.	ISOFIBER	2,645,378	11/5/02	Registered
U.S.	DSI	2,264,081	7/27/99	Registered
U.S.	TAVALITE	2,163,889	6/9/98	Registered
U.S.	PASSION FIRE	2,089,963	8/19/97	Registered
U.S.	HEAT BUSTER and Design	2,081,960	7/22/97	Registered
U.S.	MICRODYN (stylized)	2,091,689	8/26/97	Registered
U.S.	EASS	2,076,076	7/1/97	Registered
U.S.	HEAT BUSTER	76/535,408	8/8/03	Pending application

BALLASTRONIX (DELAWARE), INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	BALLASTRONIX INC.	2,134,743	2/3/98	Registered

**AMENDED AND RESTATED TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement"), dated December 10, 2003, is by and between ADVANCED LIGHTING TECHNOLOGIES, INC., an Ohio corporation with its chief executive office at 32000 Aurora Road, Solon, Ohio 44139 ("Parent"), and each of Parent's subsidiaries identified on the signature pages hereof or from time to time party hereto (such subsidiaries, together with Parent, hereinafter referred to individually as a "Debtor" and individually and collectively, jointly and severally, as "Debtors") and WELLS FARGO FOOTHILL, INC., as the arranger and administrative agent for the Lenders (as defined below), having an office at One Boston Place, 18th Floor, Boston, Massachusetts 02108 (in such capacity, "Secured Party"). All capitalized terms used and not defined shall have the meanings given to them in the Loan Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, each Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described below its name in Schedule A hereto and made a part hereof; and

WHEREAS, Secured Party, Lenders, Parent, and certain of Parent's subsidiaries (collectively, "Borrowers") have entered into financing arrangements pursuant to which Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Secured Party, the financial institutions from time to time party thereto as lenders ("Lenders"), Borrowers and the other Loan Parties thereto (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Lenders and Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtors have agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Obligations (as hereinafter defined), each Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and an assignment (which assignment shall be effective as of the occurrence of an Event of Default) of, the following (being

collectively referred to herein as the "Collateral"): (a) all of such Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of such Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described below such Debtor's name in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by each Debtor to Secured Party and/or its affiliates, and the due performance and observation by each of the Debtors of all of their obligations from time to time existing in respect of the Loan Agreement with all other Loan Documents, in each case including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, or the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to any Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) As of the Closing Date, all of the existing Collateral is in full force and effect, and, except as otherwise described in Schedule P-1 to the Loan Agreement, such Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtors shall, at Debtors' joint and several expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except where the failure to maintain such Collateral could not cause a Material Adverse Change (as defined in the Loan Agreement) except as expressly otherwise permitted under Section 3(g). The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(c) below.

(b) Debtors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein (including under Section 3(i)) or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) As of the date hereof, Debtors do not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described below in Schedule A hereto and have not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(d) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit I annexed hereto, with appropriate insertions, for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(e) Secured Party may, in its Permitted Discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtors shall be liable to Secured Party jointly and severally for any such payment, which payment shall be deemed an advance by Secured Party to Debtors, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtors shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice

of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, the appropriate Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(g) Debtors have not abandoned any of the Trademarks and Debtors will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable except where such abandonment, invalidation, unenforceability, avoidance or avoidability could not cause a Material Adverse Change (as defined in the Loan Agreement). Debtors shall notify Secured Party promptly if any Debtor knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable. Debtors shall notify Secured Party promptly if any Debtor knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtors shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as a Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings subject to Debtors' rights to abandon Trademarks pursuant to (g) above.

(i) Debtors have no knowledge of any material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtors shall promptly notify Secured Party if any Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtors (or the applicable individual Debtor, as appropriate), at Debtors' joint and several expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Debtors assume all responsibility and liability arising from the use of the Trademarks and Debtors, jointly and severally, hereby indemnify and hold Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured,

promoted, or sold by any Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by any Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtors shall pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be promptly payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon acceleration after the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither any Debtor nor any affiliate or subsidiary of any Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtors or any subsidiary or affiliate of any Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to any Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days prior written notice to either Parent or such Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtors waive any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party

shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtors or any individual Debtor, as appropriate, pursuant to the authority granted in the Powers of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtors agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtors agree that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to the Obligations as Secured Party may in its discretion determine. Debtors shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall make available to Secured Party or to Secured Party's designee such Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtors and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this

Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against any Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against a Debtor or its property).

(c) Each Debtor acknowledges and agrees that notice sent by Secured Party in connection with the exercise of enforcement rights against Collateral under the provisions of the Code shall be sent in accordance with Section 12 of the Loan Agreement.

(d) EACH DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SUCH DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtors (whether in tort, contract, equity or otherwise) for losses suffered by Debtors or any individual Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct of Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

7. MISCELLANEOUS

(a) All notices, requests and demands required or permitted under this Agreement shall be given in accordance with Section 12 of the Loan Agreement.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to a Debtor, Lender and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their

respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default that has occurred shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtors and their successors and assigns and inure to the benefit of and be enforceable by Lenders, Secured Party and their successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

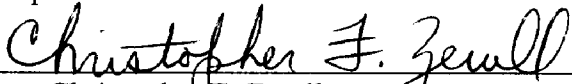
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only as set forth in Section 15.1 of the Loan Agreement.

8. AMENDATORY PROVISION

This Agreement amends, restates, replaces and supercedes in its entirety, without a breach in continuity, that certain Trademark Collateral Assignment and Security Agreement, dated June 30, 2003, among Debtor and each of Debtor's affiliates identified on the signature pages thereof or from time to time party thereto and Secured Party, as such agreement has heretofore been amended, restated, renewed, extended, supplemented, substituted or otherwise modified.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ADVANCED LIGHTING TECHNOLOGIES, INC., an
Ohio corporation

By: 

Name: Christopher F. Zerull

Title: Vice President and Chief Accounting Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

APL ENGINEERED MATERIALS, INC.,
an Illinois corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

VENTURE LIGHTING INTERNATIONAL, INC., an
Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

BALLASTRONIX (DELAWARE), INC.,
a Delaware corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

MICROSUN TECHNOLOGIES INC.,
an Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

LIGHTING RESOURCES INTERNATIONAL, INC.,
an Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

ADLT SERVICES, INC., an Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

DEPOSITION SCIENCES, INC.,
an Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

**UNISON FIBER OPTIC LIGHTING SYSTEMS
LLC**

By: **Venture Lighting International, Inc.**, an
Ohio corporation

By: Christopher F. Zerull
Name: Christopher F. Zerull
Title: Vice President

WELLS FARGO FOOTHILL, INC.,
as Agent

By: _____

Name: _____

Title: _____

ADLT SERVICES, INC., an Ohio corporation

By: _____
Name: Christopher F. Zerull
Title: Vice President

DEPOSITION SCIENCES, INC.,
an Ohio corporation

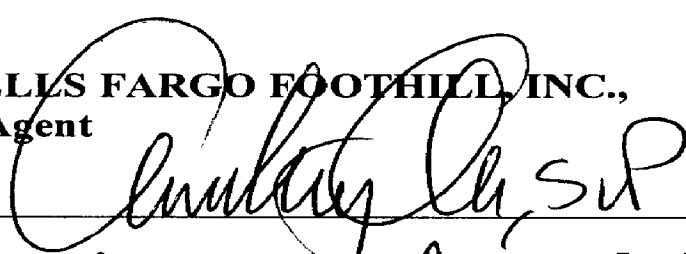
By: _____
Name: Christopher F. Zerull
Title: Vice President

**UNISON FIBER OPTIC LIGHTING SYSTEMS
LLC**

By: **Venture Lighting International, Inc.,** an
Ohio corporation

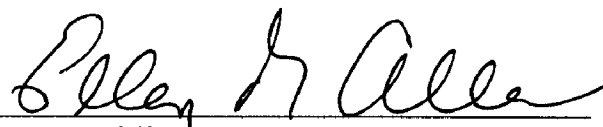
By: _____
Name: Christopher F. Zerull
Title: Vice President

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Name: ANTHONY A. O'NEIL
Title: SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President and Chief Accounting Officer of ADVANCED LIGHTING TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

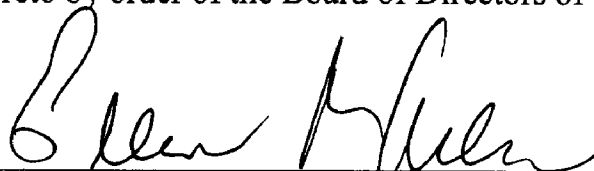
On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of APL ENGINEERED MATERIALS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

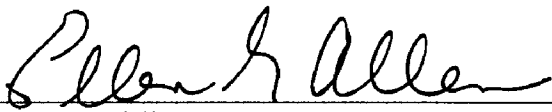
On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of VENTURE LIGHTING INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

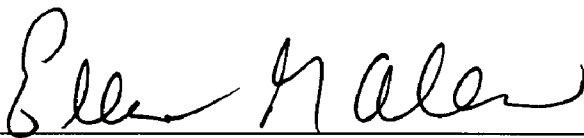
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of BALLASTRONIX (DELAWARE), INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public
Notary Public, State of New York
No. 01AL505/123
Qualified in Suffolk County
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of MICROSUN TECHNOLOGIES INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL505/123
Qualified in Suffolk County
Commission Expires March 18, 2006

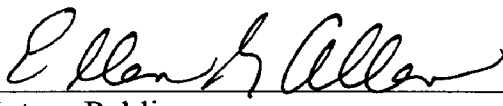
On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of LIGHTING RESOURCES INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

Notary Public, State of New York
No. 01AL505/123
Qualified in Suffolk County
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of ADLT SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

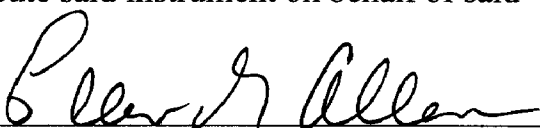


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of Venture Lighting International, Inc., an Ohio corporation and a member of UNISON FIBER OPTIC LIGHTING SYSTEMS LLC, the limited liability company described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said company.



Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 2003, before me personally came Christopher F. Zerull, to me known, who being duly sworn, did depose and say, that he is the Vice President of DEPOSITION SCIENCES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

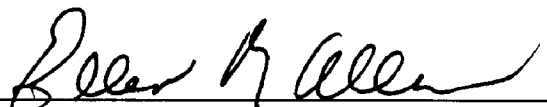


Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10 day of December, 2003, before me personally came ANTHONY ALOT,
to me known, who being duly sworn, did depose and say, that he is the SVP of WELLS
FARGO FOOTHILL, INC., the corporation described in and which executed the foregoing
instrument; and that he signed his name thereto by order of the Board of Directors of said
corporation.



Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County
Commission Expires March 18, 2006

**LIST OF REGISTERED U.S. TRADEMARKS AND TRADEMARK
APPLICATIONS**

ADVANCED LIGHTING TECHNOLOGIES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	AGRO-LUX	2,134,888	2/3/98	Registered
U.S.	C and Design	2,248,816	6/1/99	Registered
U.S.	DATALUX	2,369,013	7/18/00	Registered
U.S.	DESIGNER COLOR	2,414,899	12/26/00	Registered
U.S.	E-LAMP	76/422,584	6/18/02	Pending application
U.S.	ENERGY MASTER	1,715,439	9/15/92	Registered
U.S.	ENERGY MASTER PLUS	2,171,151	7/7/98	Registered
U.S.	EYE-MATCH	2,663,906	12/17/02	Registered
U.S.	Globe Design	2,442,930	4/10/01	Registered
U.S.	HIDIRECT and Design	2,424,348	1/30/01	Registered
U.S.	IT'S A WHOLE NEW LIGHT	2,410,962	12/5/00	Registered
U.S.	MICROSUN	2,099,921	9/23/97	Registered
U.S.	Microsun Logo	2,103,892	10/7/97	Registered
U.S.	OPTI-WAVE	76/422,581	6/18/02	Pending application
U.S.	PERFORMANCE PLUS	2,167,386	6/23/98	Registered
U.S.	PRO ARC	1,351,568	7/30/85	Registered
U.S.	QUINT-VOLT	76/422,582	6/18/02	Pending application
U.S.	SMARTPAC	2,241,770	4/27/99	Registered
U.S.	SMARTPAC and Design	2,223,069	2/9/99	Registered
U.S.	SPORT 60	2,288,431	10/26/99	Registered
U.S.	SUNMASTER	2,355,783	6/6/00	Registered
U.S.	THE WORLD'S WHITE LIGHT SOLUTION	2,621,662	9/17/02	Registered
U.S.	Triangle Design	2,276,319	9/7/99	Registered
U.S.	Triangle Design (in color)	2,396,124	10/17/00	Registered
U.S.	UNI-FORM	2,283,584	10/5/99	Registered
U.S.	UNI-FORM (stylized)	2,283,585	10/5/99	Registered
U.S.	UV SHIELD	2,396,198	10/17/00	Registered
U.S.	VENTURE	1,707,980	8/18/92	Registered

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	VENTURE LIGHTING (stylized) and Design	2,324,735	2/29/00	Registered
U.S.	VENTURE LIGHTING INTERNATIONAL	1,396,659	6/10/86	Registered
U.S.	VLI (stylized) and Design	1,357,882	9/3/85	Registered
U.S.	WHITE-LUX	1,730,895	11/10/92	Registered
U.S.	WINTERSUN	2,232,711	3/16/99	Registered
U.S.	WYNDHAM HALL and Design	2,247,996	5/25/99	Registered
U.S.	WYNDHAM HALL	2,104,141	10/7/97	Registered

DEPOSITION SCIENCES, INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	ISOPOWER	2,717,245	5/20/03	Registered
U.S.	ISOSPHERE	2,503,471	11/6/01	Registered
U.S.	ISOFIBER	2,645,378	11/5/02	Registered
U.S.	DSI	2,264,081	7/27/99	Registered
U.S.	TAVALITE	2,163,889	6/9/98	Registered
U.S.	PASSION FIRE	2,089,963	8/19/97	Registered
U.S.	HEAT BUSTER and Design	2,081,960	7/22/97	Registered
U.S.	MICRODYN (stylized)	2,091,689	8/26/97	Registered
U.S.	EASS	2,076,076	7/1/97	Registered
U.S.	HEAT BUSTER	76/535,408	8/8/03	Pending application

BALLASTRONIX (DELAWARE), INC.

Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Status
U.S.	BALLASTRONIX INC.	2,134,743	2/3/98	Registered

EXHIBIT B
TO
AMENDED AND RESTATED
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

(LIST OF LICENSES)

1. Shanghai Yaming Lighting Co. Ltd.

Effective Date: September 18, 2002

Term: 2 years

For Venture Branded Products including lamps, ballasts, and fixtures

2. Koto Electric CO. Ltd.

Agreement dated March 7, 2002

Expires: March 31, 2008

License for Venture Lighting trademarks in Japan

EXHIBIT I
TO
AMENDED AND RESTATED TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that [DEBTOR] ("Debtor"), having an office at 32000 Aurora Road, Solon, Ohio 44139, hereby appoints and constitutes, severally, WELLS FARGO FOOTHILL, INC., as arranger and administrative agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, among Debtor and each of Debtor's affiliates identified on the signature pages thereof or from time to time party thereto and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December __, 2003

[DEBTOR]

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this ____ day of December, 2003, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____ of
[DEBTOR], the corporation described in and which executed the foregoing instrument; and that
he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public